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NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION ONE

ELZA KHACHATRIAN, Plaintiff and Appellant, v. TALIN V. YACOUBIAN et al., Defendants and Respondents.	B281053 (Los Angeles County Super. Ct. No. BC591942)

APPEAL from a judgment of the Superior Court of Los Angeles County, Samantha P. Jessner, Judge. Affirmed.

MacCarley & Rosen and Mark J. MacCarley for Plaintiff and Appellant.

Thompson Coe & O'Meara, Stephen M. Caine and Frances M. O'Meara for Defendants and Respondents.

Plaintiff Elza Khachatrian appeals from a summary judgment entered in favor of defendants Talin V. Yacoubian, Yacoubian Law Offices, PC, and Yacoubian and Powell, LLP (collectively Yacoubian). Khachatrian contends the trial court erred in granting summary judgment based on the expiration of the statute of limitations, in that Yacoubian willfully concealed her legal malpractice and engaged in actual fraud, triggering the application of the three-year statute of limitations. We affirm.

BACKGROUND[1]

I. The Complaint

Khachatrian filed this action against Yacoubian, Jeffrey Gardner, and Amesbury Partners, LLC (Amesbury) on August 20, 2015. She alleged causes of action for legal malpractice, breach of fiduciary duty, and breach of contract against Yacoubian. She alleged a cause of action for reformation against Gardner and Amesbury.[2]

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[1] Rule 8.204(a)(1)(C) of the California Rules of Court requires that a party's briefs support any reference to a matter in the record by a citation to the record. (*Caldera v. Department of Corrections & Rehabilitation* (2018) 25 Cal.App.5th 31, 46; *American Indian Model Schools v. Oakland Unified School Dist.* (2014) 227 Cal.App.4th 258, 284.) To the extent the parties have made reference to factual or procedural matters without record references, we disregard such matters. (*Rybolt v. Riley* (2018) 20 Cal.App.5th 864, 868; *Harshad & Nasir Corp. v. Global Sign Systems, Inc.* (2017) 14 Cal.App.5th 523, 527, fn. 3.)

[2] Gardner and Amesbury also obtained a summary judgment. The appeal was dismissed as to Gardner and

According to the allegations of the complaint, between 2008 and 2009, Khachatrian loaned Gardner, her son-in-law, and his company, Amesbury, $655,000 to purchase commercial real estate. She borrowed money from the bank to make the loan to Gardner, securing the bank loan with a deed of trust on her home. Gardner promised to repay her loan to him within a year. Telling Khachatrian that family members should trust one another, he did not sign any documents memorializing the loan.

Gardner did not repay Khachatrian in full within a year. Instead, he made payments to her, which she then paid to her bank toward repayment of the bank loan. She demanded that Gardner repay her in full. She also demanded a promissory note documenting the loan. For four years, Gardner failed to comply with Khachatrian's demands.

On August 12, 2012, Khachatrian hired attorney Yacoubian to force Gardner to repay the loan as promised. Yacoubian sent Gardner letters demanding repayment of the loan by December 20, 2012. Gardner initially ignored these letters but then contacted Yacoubian, stating that he would sign promissory notes if given another year to repay the loan. In a January 7, 2013 email, Khachatrian authorized Yacoubian to prepare one or two promissory notes totaling $655,000, and requiring Gardner to repay the Khachatrian loan within six months.[3]

Amesbury pursuant to stipulation of the parties on September 28, 2018.

[3] According to the email, Khachatrian's daughter told her that in order for Gardner to get a loan to repay her, he needed the promissory notes. Khachatrian agreed to give Gardner notes with a six-month maturity date to enable him to get the loan.

Stating that he needed notes showing the total amount due and providing for amortized monthly payments of principal and interest over 300 months, Gardner refused to sign the notes. Khachatrian did not agree. Instead, she authorized Yacoubian to make Gardner a final offer: Gardner would sign two promissory notes agreeing to repay $480,000 within six months and a third note promising to pay the remaining approximately $130,000 over two years. All three notes would be secured by deeds of trust. If Gardner failed to agree, she would sue.

Yacoubian drafted three promissory notes. All three provided for 300-month repayment schedules. Yacoubian represented to Khachatrian that the notes bound Gardner and Amesbury to repay the loan within a year, and Gardner personally guaranteed the notes. Khachatrian signed them. Khachatrian waited a year, but Gardner failed to make any payment on the notes. He told her the maturity date for the notes was 25 years, not one year.

On January 17, 2014, Khachatrian contacted Yacoubian, wanting to know why Gardner was saying he had 25 years to repay her when she had asked for a shorter period of time. She wrote: "It's already been a few months that, I found out that I was totally [fooled] by [Gardner], by [signing] notes, [where] it states that the loan will be repaid in 300 consecutive monthly repayments[, w]hich means 25 years. I can't [find] any email, [where] we discussed that paragraph. Did you [inform] me about this important point, when I always was talking about [a] shorter time of payoff? In your Notice, dated January 8, & 2 it states that this note is due and payable by July 1st, 2013. The last final note, mailed to [Gardner] by you, & 2 stating completely opposite. I trusted you as a lawyer, who knows her job. If you can [find] a

document, where you [were] keeping me aware what [I'm signing], I will appreciate it. Tell me who to blame for the situation I'm [in] today? No lawyer takes this case, because the document I signed, states that he will pay [i]n 25 years. That[] means[, the] bank [owns] my house. I can't get revers[e] mortgage and many other complications followed by this problem. [¶] I will appreciate if you answer me asap."[4]

On February 14, 2014, Yacoubian responded by email, reiterating that the provision for 300 monthly payments was for tax purposes only. Khachatrian would be paid in full by January 16, 2014. Yacoubian assured Khachatrian that "the Notes fully protect your interest."[5]

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[4] For clarity and ease of reading, we have corrected errors in this and subsequent emails, which resulted from the fact that English is not Khachatrian's first language.

[5] The email stated: "I understand your frustration. Attached please find the fully executed promissory notes which you sent to us after the execution. As I explained in my previous email, the clause No. 2 (300 monthly payments) was generated to calculate monthly payments and resulting interest for the tax purposes. As you may or may not recall, your accountant spoke with [Gardner] and agreed to the acceleration provision. [¶] The promissory notes in the amounts of $159,449.62 and $278,324.54 both have a clause No. 8 which provides the August 31, 2013 as a maturity date. The note for $175,000 has a maturity date of January 16, 2014. In the event the notes are not paid by the end of maturity date, you have an option to secure your interest by a trust deed. The trust deed is a similar security as a lien. In addition, to Clause No. 8, all three notes have also a default clause, paragraph 4 which clearly states that 'If Borrower ([Gardner]) defaults in the performance of any obligation under this Note, then Elza Khachatrian may declare the principal

Gardner continued to refuse to pay off the notes, and Khachatrian complained to Yacoubian. On June 25, 2014, Yacoubian prepared but did not file a lawsuit against Gardner, which alleged causes of action for fraudulent inducement, fraud by false promise, conversion, unjust enrichment, and civil conspiracy. On June 25, 2015, Khachatrian complained to Yacoubian that the Internal Revenue Service was demanding that she report a portion of Gardner's monthly payments to her as income, even though she was using the money to repay the loan she had taken out to make the loan to Gardner. Yacoubian called Khachatrian and told her to call the following week to talk.

Khachatrian alleged that she "finally discovered her then attorney Yacoubian's professional negligence on July 6, 2015, after consulting with" her current attorney.

II. Yacoubian's Motion for Summary Judgment

Yacoubian moved for summary judgment on the grounds all of Khachatrian's causes of action against her were barred by the one-year statute of limitations in Code of Civil Procedure section 340.6,[6] and Khachatrian would be unable to prove any damages proximately caused by Yacoubian's alleged negligence.

In support of the motion, Yacoubian presented evidence that Khachatrian learned she had been fooled by Gardner, as she stated in her January 17, 2014 email, "[o]n December 31st and

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amount owing and interest due under this Note at that time to be **immediately due and payable**.' . . . [¶] As you can see, the Notes fully protect your interest. . . ."

[6] All further statutory references are to the Code of Civil Procedure.

August when [Gardner] didn't make the payment—not the payment, but when he didn't pay the entire amount, I went to a different lawyer who was closer, and when the lawyer looked at it, he said, 'With these papers, you can only get a Deed of Trust.' "

When she did not hear from Yacoubian, Khachatrian emailed her again on February 14, 2014, stating: "I'm in big trouble now, because the last version of [the] notes don't have acceleration dates, only in clause 8 (security interest) it states, if not paid by August 31st, then he . . . needs to give me a deed of trust. I feel something very fishy is going [on here]. The notes that he sent to you on 12/3/12, on #8 we have 'a [lien] will be placed' and the amount shown is [$]283,570, on his next version the amount is [$]278,342[,] and instead of [a lien] we have [a] trust deed. This time also he did his way that gives me nothing, because on his notes, there is no maturity date, on clause 2 clearly states the loan will be repaid in 300 months. [¶] . . . I need explanation, I don't understand how he [fooled us] making a loan with me for 25 years, instead of six months or a year. [¶] Please I'm waiting to [hear] from you ASAP."

After receiving Yacoubian's February 14, 2014 response to her email, Khachatrian wrote back on February 15 thanking Yacoubian for her "detailed explanation." She expressed her understanding that since Gardner had not repaid the loan in full, she could "call all three Notes immediately Due and Payable. [¶] Please explain to me all the steps I need to undertake in order to force the payment of the Promissory Notes. Most likely it is about the Trustee Sales and so on. I welcome all you[r] recommendations, [advice] and paid services." It was Khachatrian's intent that Yacoubian commence a lawsuit against Gardner on Khachatrian's behalf.

When Khachatrian did not hear back, she wrote to Yacoubian on February 18: "I'm waiting for your answer, because new lawyer [does] not agree with that explanation. I need concrete[] bas[i]s to start lawsuit. Also if you . . . agree to continue (or to start) with this. Please answer me ASAP."

Yacoubian responded on February 22, 2014 that she needed Khachatrian to verify whether she had retained another attorney because if so, it would not be proper for Yacoubian to keep representing Khachatrian. Khachatrian replied that she wanted Yacoubian to give Gardner one last chance to remedy his default on the three promissory notes before she began foreclosure proceedings on the deeds of trust.

On March 12, 2014, Khachatrian wrote to Yacoubian that her "current attorney was exchanging the correspondence with [Gardner's] attorney and I received their negative answer only today." Her current attorney had represented her "in a civil case about request for recordings of deed of trust," but the deeds of trust had been recorded.[7] She requested help in starting foreclosure proceedings.

Yacoubian drafted a complaint to file against Gardner and Amesbury, which she sent to Khachatrian for review on June 26, 2014. On June 29, Khachatrian responded by email: "During this period I sen[t] an email a few times, asking let me know [where] you are, or what is happening. You never [replied back to me], letting me know, that you are working on it. Things have changed since then and now I'm not intend[ing] to continue. So

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[7] On April 9, 2014, the civil case, *Khachatrian v. Amesbury Partners, LLC* (Super. Ct. L.A. County, Apr. 9, 2014, No. BC529319) was dismissed without prejudice at Khachatrian's request.

thank you very much." Khachatrian's daughter had persuaded her not to pursue a lawsuit against Gardner, and Khachatrian "was in so much stress that [she] was in no condition to continue." The June 29 email was the last communication Khachatrian had with Yacoubian.

Khachatrian did not file her complaint against Yacoubian until August 20, 2015.

III. Khachatrian's Opposition to Summary Judgment

In opposition to the summary judgment motion, Khachatrian stated in her declaration that when Gardner failed to pay her in full on the dates stated in the three promissory notes, she emailed Yacoubian. Khachatrian informed Yacoubian she believed Gardner had fooled her "and asked her whether the words, '300 consecutive monthly repayments' in the promissory notes really meant that Mr. Gardner would not have to repay me for 25 years." Khachatrian "wanted to know who was to blame for the situation I was now in." Yacoubian's response that " '300 consecutive monthly repayments' had nothing to do with when the notes had to [be] repaid" made Khachatrian feel a little better.

After Yacoubian reassured her in February 2014, Khachatrian hired another attorney to help her get the deeds of trust from Gardner. She stated: "I then went back to Attorney Yacoubian, met with her, and asked Ms. Yacoubian to start a foreclosure action against Mr. Gardner. I remembered that she had told me the notes allowed me to do this, right away. I asked her to do this in March of 2014. [¶] She took her time. She finally got back to me via an email on June 26, 2014, and attached a draft lawsuit for my review in which she claimed that

Mr. Gardner had defrauded me into signing notes with language that really didn't require him to pay me back $278,324.54 and $159,449.62 in six months and $175,000.00 by January 16, 2014."

According to Khachatrian, Yacoubian never acknowledged that she had been wrong about the legal effect and consequences of the provisions in the notes for 300 consecutive monthly payments. Yacoubian kept assuring Khachatrian that there were no problems with the notes.

Khachatrian "filed the instant lawsuit, only after I became aware in late August of 2015, after consultation with my present attorney, that Ms. Yacoubian was also responsible for not protecting me."

IV. The Trial Court's Ruling

The trial court granted Yacoubian's motion for summary judgment. The court explained: "As argued by [Yacoubian], previously discussed in connection with their demurrer, and undisputed by [Khachatrian], the Complaint and evidence in this action clearly demonstrate that [Khachatrian] was aware of the facts constituting 'the wrongful act or omission' at issue in this action no later than January 17, 2014. Plaintiff sent an email to Yacoubian on January 17, 2014 stating she had known for a few months that she 'was totally [fooled] . . . by [Gardner], by [signing] . . . notes' and that the note required payment in 25 years. . . . On February 14, 2014, [Khachatrian] emailed [Yacoubian] and stated 'I'm in big trouble now, because the last version of notes don't have acceleration dates.' . . . On February 18, 2014, [Khachatrian] indicated that her new lawyer does not agree with Yacoubian's explanation of the promissory notes. . . . 'It is irrelevant that the plaintiff is ignorant of his legal remedy

or the legal theories underlying his cause of action. Thus, if one has suffered appreciable harm and knows or suspects that professional blundering is its cause, the fact that an attorney has not yet advised him does not postpone commencement of the limitations period.' (*Gutierrez v. Mofid* (1985) 39 Cal.3d 892, 898.) The evidence clearly indicates that, absent an applicable exception, the statute of limitations expired on [Khachatrian's] claims."

The court noted that Khachatrian had abandoned the argument she made on demurrer that the continuing representation exception applied. The court found the willful concealment exception contained in section 340.6 was "irrelevant where, as here, the undisputed facts establish that [Khachatrian] was fully aware of the facts constituting [Yacoubian's] alleged wrongdoing more than a year prior to the filing of this action. Once [Khachatrian] is on notice, the statute of limitations begins to run."

The court also rejected Khachatrian's claim that the three-year statute of limitations for "[a]n action for relief on the ground of fraud or mistake" contained in section 338, subdivision (d), applied. Khachatrian did not assert a fraud cause of action against Yacoubian, so that provision was inapplicable, citing *Laabs v. City of Victorville* (2008) 163 Cal.App.4th 1242, 1253.

Finding "[t]he undisputed evidence affirmatively establishe[d] that [Khachatrian] was in possession [of] 'the facts constituting the wrongful act or omission' by [Yacoubian] more than a year from the date the [c]omplaint was filed on August 20, 2015," the court found Khachatrian's causes of action were barred by the one-year statute of limitations in section 340.6, subdivision (a).

DISCUSSION

I. Standard of Review

We review a "summary judgment de novo, applying the same legal standard as the trial court." (*Anderson v. Fitness Internat., LLC* (2016) 4 Cal.App.5th 867, 876; accord, *Biancalana v. T.D. Service Co.* (2013) 56 Cal.4th 807, 813.) To secure a summary judgment, the moving defendants may show that one or more elements of each cause of action cannot be established or that there is a complete defense to the causes of action. (§ 437c, subd. (p)(2); *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 849; *Anderson*, *supra*, at p. 876.) The expiration of the applicable statute of limitations is a complete defense supporting the grant of summary judgment. (*Genisman v. Carley* (2018) 29 Cal.App.5th 45, 49.)

Once the defense has met its burden by presenting evidence establishing the plaintiff's causes of action are time barred, the plaintiff has the burden of presenting " 'evidence creating a dispute about a fact relevant to that defense.' [Citation.] That is, the plaintiff must submit evidence that would allow a 'reasonable trier of fact [to] find in plaintiff['s] favor on the statute of limitations issue.' [Citations.] 'If defendant[] presented evidence establishing the defense and plaintiff[] did not effectively dispute any of the relevant facts, summary judgment was properly granted. [Citation.]' [Citation.]" (*Genisman v. Carley*, *supra*, 29 Cal.App.5th at p. 49; see also *Aguilar v. Atlantic Richfield Co.*, *supra*, 25 Cal.4th at p. 849.)

On appeal, "[t]he materiality of a disputed fact is measured by the pleadings [citations], which 'set the boundaries of the issues to be resolved at summary judgment.' [Citations.]"

(*Conroy v. Regents of University of California* (2009) 45 Cal.4th 1244, 1250; see also *Anderson v. Fitness Internat., LLC*, *supra*, 4 Cal.App.5th at p. 876.) "We conduct an independent review of the record, considering all the evidence set forth in the moving and opposition papers, except evidence to which objections were made and sustained by the trial court, and all inferences reasonably drawn from the evidence. [Citation.] We view the evidence in the light most favorable to the party opposing summary judgment, liberally construing the opposing party's submissions and resolving all doubts concerning the evidence in favor of the opposing party." (*Anderson*, *supra*, at pp. 876-877; see also *Aguilar v. Atlantic Richfield Co.*, *supra*, 25 Cal.4th at p. 856.)

II. Applicable Law

Section 340.6, subdivision (a), applies to legal malpractice actions. (*Genisman v. Carley*, *supra*, 29 Cal.App.5th at p. 50.) The statute provides that "[a]n action against an attorney for a wrongful act or omission . . . arising in the performance of professional services shall be commenced within one year after the plaintiff discovers, or through the use of reasonable diligence should have discovered, the facts constituting the wrongful act or omission, or four years from the date of the wrongful act or omission, whichever occurs first. . . . [I]n no event shall the time for commencement of legal action exceed four years except that the period shall be tolled during the time that any of the following exist: [¶] (1) The plaintiff has not sustained actual injury; [¶] (2) The attorney continues to represent the plaintiff regarding the specific subject matter in which the alleged wrongful act or omission occurred. [¶] (3) The attorney willfully

conceals the facts constituting the wrongful act or omission when such facts are known to the attorney, except that this subdivision shall toll only the four-year limitation. . . ." (§ 340.6, subd. (a).)

The statute of limitations begins to run at the time the plaintiff is "on inquiry notice" of her claim. (*Genisman v. Carley*, *supra*, 29 Cal.App.5th at p. 50.) Inquiry notice exists when the plaintiff has " 'reason to at least suspect that a type of wrongdoing has injured [her].' [Citation.] ' "A plaintiff need not be aware of the specific 'facts' necessary to establish the claim; that is a process contemplated by pretrial discovery. Once the plaintiff has a suspicion of wrongdoing, and therefore an incentive to sue, she must decide whether to file suit or sit on her rights. So long as a suspicion exists, it is clear that the plaintiff must go find the facts; she cannot wait for the facts to find her." [Citation.]' [Citation.]" (*Id.* at pp. 50-51.)

Moreover, "a limitations period dependent on discovery of the cause of action begins to run no later than the time the plaintiff learns, or should have learned, the *facts* essential to [her] claim. [Citations.] It is irrelevant that the plaintiff is ignorant of [her] legal remedy or the legal theories underlying [her] cause of action. Thus, if one has suffered appreciable harm and knows or suspects that professional blundering is its cause, the fact that an attorney has not yet advised [her] does not postpone commencement of the limitations period. [Citations.]" (*Gutierrez v. Mofid*, *supra*, 39 Cal.3d at pp. 897-898; see also *Rosas v. BASF Corp.* (2015) 236 Cal.App.4th 1378, 1389.)

III. The Willful Concealment Exception

Khachatrian argues that the one-year statute of limitations does not apply here, "because . . . Yacoubian engaged in a course

of 'willful concealment[,'] tantamount to active fraud, to cover-up her alleged wrongdoing." In support of this argument, Khachatrian points out that "Yacoubian, at no time, ever indicated to Ms. Khachatrian that she had made errors in her review and draftsmanship of the Promissory Notes that she helped to prepare and which [Khachatrian] and Gardner thereafter executed. Questioned by her client, attorney Yacoubian then misrepresented the operative effect of the questioned Promissory Notes, and then later tried to 'correct the problem' by preparing a fraud lawsuit against Mr. Gardner."

Khachatrian cites no authority for the proposition that the statute of limitations is tolled until the attorney admits wrongdoing. Neither does Khachatrian explain why the statute of limitations did not begin to run at the time she saw the complaint Yacoubian drafted to "correct the problem," accusing Gardner of fraud. Khachatrian acknowledged in her declaration that Yacoubian sent her "an email on June 26, 2014, and attached a draft lawsuit for my review in which she claimed that Mr. Gardner had defrauded me into signing notes with language that really didn't require him to pay me back $278,324.54 and $159,449.62 in six months and $175,000.00 by January 16, 2014." Khachatrian responded on June 29, 2014 she did not wish to proceed with the lawsuit after which Yacoubian no longer represented her. At that time, Khachatrian had in her possession facts indicating that the promissory notes did not require Gardner to repay her in full by January 16, 2014, triggering the running of the statute of limitations. (See *Gutierrez v. Mofid*, *supra*, 39 Cal.3d at pp. 897-898; *Genisman v. Carley*, *supra*, 29 Cal.App.5th at p. 51.) Khachatrian did not file

her complaint until more than a year later, after the expiration of the limitations period.

IV. The Three-year Statute of Limitations in Section 338, Subdivision (d)

Khachatrian argues, in the alternative, that the three-year limitations period for actual fraud applies. Under section 338, subdivision (d), a three-year limitations period applies to "[a]n action for relief on the ground of fraud or mistake. The cause of action in that case is not deemed to have accrued until the discovery, by the aggrieved party, of the facts constituting the fraud or mistake." Khachatrian acknowledges she did not plead a fraud cause of action. She claims, however, that her allegations that Yacoubian "willfully concealed her legal malpractice" brought her causes of action within the purview of section 338, subdivision (d).

In *Laabs v. City of Victorville*, *supra*, 163 Cal.App.4th 1242, on which the trial court relied in ruling section 338 did not apply, the court explained: " 'The pleadings delimit the issues to be considered on a motion for summary judgment. [Citation.]' [Citation.] Thus, a 'defendant moving for summary judgment need address only the issues raised by the complaint; the plaintiff cannot bring up new, unpleaded issues in his or her opposing papers.' [Citation.] 'To create a triable issue of material fact, the opposition evidence must be directed to issues raised by the pleadings. [Citation.] If the opposing party's evidence would show some factual assertion, legal theory, defense or claim not yet pleaded, that party should seek leave to amend the pleadings before the hearing on the summary judgment motion. [Citations.]' [Citation.]" (*Id.* at p. 1253.)

Khachatrian pleaded causes of action for legal malpractice, breach of fiduciary duty, and breach of contract. She alleged that Yacoubian "willfully concealed her *legal malpractice*," and Khachatrian "finally discovered . . . Yacoubian's *professional negligence*" after consulting with her current attorney. (Italics added.) As noted in *Kracht v. Perrin, Gartland & Doyle* (1990) 219 Cal.App.3d 1019, "An injury suffered by reason of a defendant's conduct gives rise to a single cause of action, regardless of how many theories are pled by the complaint. [Citation.] Where the injury is suffered by reason of an attorney's professional negligence, the gravamen of the claim is legal malpractice, regardless of whether it is pled in tort or contract. [Citations.]" (*Id*. at pp. 1022-1023; accord, *Quintilliani v. Mannerino* (1998) 62 Cal.App.4th 54, 65.)

Khachatrian clearly pleaded legal malpractice, not fraud. If, after Yacoubian moved for summary judgment, Khachatrian believed she had evidence to support a fraud cause of action not barred by the one-year statute of limitations, it was incumbent upon her to seek to amend her complaint to state a fraud cause of action. (*Laabs v. City of Victorville*, *supra*, 163 Cal.App.4th at p. 1253.) She did not do so. She cannot defeat a summary judgment motion by claiming a triable issue of material fact as to a legal theory not pleaded. (*Ibid*.)

DISPOSITION

The judgment is affirmed. Yacoubian is awarded costs on appeal.

NOT TO BE PUBLISHED

JOHNSON, J.

We concur:

ROTHSCHILD, P. J.

WEINGART, J.*

* Judge of the Los Angeles Superior Court, assigned by the Chief Justice pursuant to article VI, section 6 of the California Constitution.